THACKERAY AND THE LAW - - - - page 636
THE ORGANISATION OF A SOLICITOR'S OFFICE page 638

The Solicitors' Journal

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*** Notices to Subscribers and Contributors will be found on page vi.

VOL. LXXII. **Saturday, September 29, 1928.** No. 39

Current Topics: Commissioners of Taxes—Capital Punishment—Bonus Schemes and the Price of Tea—The Ingredients of Vinegar—Separation Deeds and Separate Advice—Desertion—The Contemptuous Farthing—The Artistic Expert—Corroboration by Silence—Action on Bank Note—The Betting Tax and Private Bets .. 633

Thackeray and the Law 636

Wills and Intestacies Bill 637

Administration of Justice Act, 1928 637

The Organisation of a Solicitor's Office 638

A Conveyancer's Diary 639

Landlord and Tenant Notebook .. 640

Our County Court Letter 640

Practice Notes 641

Correspondence 642

Points in Practice 643

Notes from Northern Ireland .. 646

Legal Parables 647

Books Received 647

Societies 647

Legal Notes and News 647

Stock Exchange Prices of Certain Trustee Securities 648

Current Topics.

Commissioners of Taxes.

ALTHOUGH MUCH show of feeling in official circles has met the suggestion that the Board of Inland Revenue has designs on the local Commissioners' powers, practitioners realise that the gradual suppression of the functions of the locally appointed officers might lead to the ultimate extinction of the Commissioners themselves if a stand were not taken by the taxpayer at the present time. Fortunately, public opinion is all against any extension of bureaucratic control, and the great outcry which recent attempts have caused will probably have the effect of restraining the ambitions of the Board of Inland Revenue for some time to come. But this is not sufficient. The whole scheme of assessment and collection must be stabilised and the position clearly defined. There is no doubt that the Revenue authorities have no power to control locally appointed collectors or collectors appointed by themselves, and it is time that a proper enquiry was held to investigate the matter and to prescribe definite rules as to how far the permanent officials may go. At the time of writing, the Board of Inland Revenue is proceeding with its scheme to set up centralised collecting areas in several of the great cities in spite of public opinion against the mechanisation of collection, but we hope that when Parliament meets some steps will be taken to ensure that the desires of the taxpaying community are considered before the ambitions of the public officials.

Capital Punishment.

AFTER THE SLATER inquiry a great many people said: "Suppose he had been hanged!" and a natural result has been to raise in acute form the discussion that goes on more or less regularly and half-heartedly upon the abolition of the death penalty. There is undoubtedly a growing body of public opinion in favour of abolition, and it is certainly something more than an agitation on the part of sentimentalists. The National Council for the Abolition of the Death Penalty is organising a movement to secure signatures to a petition to be presented to Parliament in order to raise there an important question which otherwise has but little chance of receiving proper attention. The Council is fortunate in its president: the weight of Lord BUCKMASTER'S influence ought to be enough to ensure the council a fair hearing. Most people are ready to express an off-hand opinion one way or the other, but few have really read or thought much about the subject, and the business of the National Council is to create an informed public opinion, not merely, as seems to be suggested by a correspondent in *The Times*, to obtain signatures from "the usual crowds of unthinking people or those swayed by diseased sentiment." The same writer thinks it would be easy if space admitted to make mincemeat of most of the points raised in a memorandum sent him by the secretary of the council. It may be assumed that such a memorandum has been considered and approved by Lord BUCKMASTER as president. In that case one can admire the boldness of a controversialist who believes that he can make mincemeat of Lord BUCKMASTER. The truth is that the more one examines facts and statistics the more difficult it is to sustain the old arguments in favour of the retention of capital punishment; and, at all events, there are enough level-headed persons on both sides of the discussion to make it quite clear that neither need have a contempt for the other. A thorough airing of the question should lead either to the speedy abolition of the death penalty or to a clearer justification of it than most people in these days are able to adduce.

Bonus Schemes and the Price of Tea.

A RESERVED judgment with regard to the above was recently delivered by Mr. J. R. MACDONALD, the learned stipendiary magistrate of Hull. A married woman carrying on business as a tea dealer was summoned for (1) conducting a lottery contrary to the Lotteries Act, 1823, and (2) keeping an office to exercise a lottery contrary to the Gaming Act, 1802, her husband being also summoned for aiding and abetting. Evidence was given for the prosecution that women canvassers had persuaded customers to buy half or quarter pounds of tea weekly at 3s. a pound, on the promise of receiving a bonus of £3 for regular purchases of one quarter-pound packet, and £6 for regular purchases of two packets. The defence was that the business was properly conducted through fifteen branches, the agreements with customers being to make a gift weekly, and as the names of the recipients were taken in rotation the question of chance did not arise. Canvassers were not authorised to tell customers on which date they might expect to receive a gift, and those whose first purchase was made in August, 1920, were not yet qualified for a bonus. In cross-examination it was suggested to the first defendant that her gross profit was 1s. 4d. a pound, whereas the normal profit was 4d., but the defendant pointed out that her expenses were heavy and that she increased the number of cash gifts when the wholesale price was easy. The learned magistrate held that the particular customers to be paid were not decided by lot, but were strictly taken in rotation according to the order in which the names were entered in the ledger. In an expanding business the period required for customers to qualify for bonus constantly became longer, so that customers who began in May, 1920, received bonuses in 1924, but those who began in July, 1920, had to wait until 1927 or 1928. Nevertheless, a customer who continued to buy tea was bound to receive a bonus, and there was no more chance in this than

in other human transactions. The question whether the price charged yielded an undue margin of profit had no bearing upon the issue, and both summonses were dismissed with an allowance of fifteen guineas costs to the defendants.

The Ingredients of Vinegar.

THE ABSENCE of a legal standard for vinegar was successfully pleaded for the defence in a recent case at Atherstone. A Food and Drugs Act inspector had been charged 4d. at the defendant's shop for one pint of vinegar from a barrel labelled : "Finest Table Vinegar, pure, strong, wholesome." The defendant said he had paid 9s. for the barrel, this being the price of best quality vinegar, but on analysis the vinegar was found to consist of 100 per cent. artificial substitute. The prosecution contended that an essential of true vinegar was fermentation, but while the article advertised by the defendant could be obtained for 2s. 8d. a gallon, that sold was worth less than half that price. In the absence of a legal standard it was for the court to decide what the vinegar should be, and the defendant was alleged to be liable by reason of his neglect to obtain a warranty from his vendor. The Warwickshire county analyst stated that two kinds of vinegar were sold in England—one derived from malt, barley or cereals, in which there must be fermentation, and the other derived from acetic acid with added colouring. The phrase "finest table vinegar," suggested something superior to ordinary vinegar and not an artificial substitute, which was usually sold at 4s. for six gallons. For the defendant it was pointed out that there was no standard, and the price was irrelevant as the inspector had asked for table and not malt vinegar. Mr. J. E. COMPTON BRACEBRIDGE, chairman, stated that the case would be dismissed, and the bench refused to state a case.

Separation Deeds and Separate Advice.

AT WILLESDEN Police Court a woman stated that her husband earned £1,000 a year, and allowed her 30s. a week under a separation deed which he had made her sign. This small allowance he had recently reduced to £1, but apparently she had the use of a furnished room belonging to the husband, and, not having enough money to meet the doctor's bill on her child's illness, had disposed of some of the furniture. The magistrate pointed out that in so doing she put herself in the wrong, and observed that it was unfortunate that she had signed the deed of separation. He suggested, however, that the case was one which a solicitor might take up. Magistrates, even stipendiaries, can hardly be expected to keep all the cases bearing on the multifarious points of law brought before them, often very difficult, in their heads ; but on the facts as alleged there is quite a hopeful consensus of authorities. That of the sale of the furniture, and possible misapplication of the proceeds, though it might give rise to a counter-claim on the husband's part, would not affect the wife's right to relief in respect of the separation deed, if the husband obtained her execution of it by fraud or duress. In *Hulton* v. *Hulton*, 1917, 1 K.B. 813, a separation deed, although apparently in order, was set aside at the instance of the wife to whom the husband on the negotiations had grossly, and, as the jury found, fraudulently understated his income, in inducing his wife to agree to the figures. In *Adamson* v. *Adamson*, 1907, 23 T.L.R. 434, and *Holroyd* v. *Holroyd*, 1920, 36 T.L.R. 479, each husband in effect told his wife that she would obtain nothing from him unless she signed the deed as it stood, and in neither case was the wife separately advised. In each case the judge decided that the wife signed virtually under duress, and set aside the deed. And although from *Howes* v. *Bishop*, 1909, 2 K.B. 390, it appears that the absence of independent advice for the wife is not fatal to the validity of agreements between husbands and wives—see especially pp. 400-401—the later case of *Shears* v. *Jones*, 1922, 66 SOL. J. 682, indicates the danger of reliance on agreements made without such advice. In the case of an uneducated woman the need for proper advice would no doubt be correspondingly greater.

Desertion.

IN A somewhat important decision which he is reported to have given on the 22nd inst., Mr. DUMMETT, the magistrate at North London Police Court, has extended the grounds on which the court will find desertion. The applicant, the married woman, asked for a separation order against her husband on the ground of desertion and to show desertion she relied on the following facts : that she and her husband lived together in the same house ; that the house and furniture belonged to her ; that the husband not only refused marital relations, but even refused to speak to her. Mr. DUMMETT, laying stress upon the fact that it was impossible for her to leave her home as she owned the house and furniture, held that there had been desertion. Desertion, it is true, has never been exhaustively defined, but nevertheless up till now desertion has always involved the idea of living apart ; as Lord MERRIVALE, P., said in the well-known case of *Jackson* v. *Jackson*, 1924, P. 19, 23 : "I am not aware of any case in which it has ever been said that desertion could be found upon notional grounds while the parties were living together." The only case which on the surface appears to be an authority for the proposition that the parties may continue to live together and yet one of them commit desertion is the case of *Powell* v. *Powell*, 1922, P. 278, and on examination this case will turn out to be no exception to the rule. In this case the husband had severed his dwelling-house so as to make for himself a separate and self-contained part of the house with a separate entrance from the street, and Lord BUCKMASTER held there had been desertion. But the effect of the husband's action was really to divide the house into two houses and he was now living in a different house from that occupied by his wife. As Lord MERRIVALE, P., said in *Jackson* v. *Jackson*, *supra* : "It could be said that he was living apart from her, and the learned judge said in the circumstances of that case he took that view, and anybody who reads the case will see why that conclusion could be arrived at." In other words, the case is no authority against the proposition that desertion involves living apart. Mr. DUMMETT'S decision, considerably widening as it does the conception of desertion, is an important one.

The Contemptuous Farthing.

IN A recent case at Grimsby a farmer was summoned for not paying the minimum wage to some of his workers, the deficit ranging from 2s. 5d. to 10s. 5d. a week. The defendant pleaded that the workers had accepted these terms and that he had allowed each of them bacon to the value of 6s. a week. The justices ordered the farmer to pay arrears on the regulation scale, but inflicted only a fine of one farthing on each of ten summonses, allowing no costs to the Minister of Agriculture. It is, of course, not possible to criticise this adjudication without a much fuller knowledge of the circumstances than is revealed in the press report, but unless there were some very unusual elements present in the case, it seems somewhat extraordinary that, where the facts were serious enough to require an order for wages amounting to £26 9s., such a contemptuously small penalty as a farthing fine with no costs should have been awarded. One could better understand a dismissal under the Probation of Offenders Act, with an order for compensation equal to the wages underpaid. Such an order would imply that special circumstances, such as the defendant's high character, had determined lenient treatment. The imposition of a farthing fine looks like a derisive gesture of a bench unable to avoid a finding of guilty but anxious to snub the Government Department concerned.

The Artistic Expert.

THE HUMOUR of the police court arises suddenly and unintentionally. An exhibition of unconscious humour took place at Doncaster during a recent prosecution for the exhibition of an advertisement injuriously affecting rural scenery. A police inspector gave evidence that the board which had

been erected was itself objectionable and the colour combination it presented hurtful to the eyesight in contrast with the surrounding scenery. We have all been hurt in this way many times and voiced our objections more or less forcibly according to our disposition and vocabulary. Most of us thought we knew an eyesore when we met it. But enter the unconscious humourist in the person of the defending solicitor. He said quite truly that the matter was one of opinion, but added that "an expert witness should have been called." Are there, outside beauty parlours, any beauty experts? If there are they are presumably to be found in the ranks of painters and sculptors. But we doubt whether a defendant alleged to have disfigured rural scenery would care to be confronted with a landscape painter in the witness box. RUSKIN, we suppose, might be regarded as an expert on such matters. It would have been a treat of richness to have heard him fulminate upon such an occasion. On the whole the tender mercies of the artist are less to be desired by the spoiler of the countryside than the animadversions of the ordinary citizen, or even the policeman, whose avocations are such as not unduly to sharpen the æsthetic sense or raise severe notions upon crimes against the beauties of nature.

Corroboration by Silence.

IT IS very surprising that a judge as experienced in the criminal law as the judge who tried the recent case of *R.* v. *Whitehead* should have slipped as he did, for it is one of the most often exposed fallacies that a failure to reply when taxed with a criminal offence necessarily affords evidence tending to establish guilt. Only non-denial in circumstances when it is reasonable to expect denial can amount to corroboration, and even then great care must be exercised not to give too great effect to mere silence. The Court of Criminal Appeal, 1928, W.N. 237, rightly swept aside the trial judge's suggestion that a statement by a prisoner: "I don't wish to say anything now," after being charged with a sexual offence, and expressly cautioned that he need say nothing, could be corroboration. Other branches of law illustrate the point. Thus, BOWEN, L.J., put the point in *Wiedemann* v. *Walpole*, 1891, 2 Q.B. 534, a breach of promise action, when he said: "There must be some limitation placed upon the doctrine that silence upon a charge made amounts to evidence of an admission of the truth of the charge. The limitation is, I think, this: Silence is not evidence of an admission, unless there are circumstances which render it more reasonably probable that a man would answer the charge made against him than that he would not." PHILLIMORE, L.J., again in *Quirk* v. *Thomas*, 1916, 1 K.B. 516, said, on the similar point of failing to answer letters containing accusatory matter: "There may be circumstances in which there is a duty to answer letters, or in which the probability is so strong that a letter would be answered, that an inference may be drawn from silence, but the general rule is otherwise." The latest decision of the Court of Criminal Appeal is a more satisfactory one than that in *R.* v. *Feigenbaum*, 1919, 14 Cr. App. R. 1. There a prisoner charged with inciting boys to steal was told, not only the charge, but the names of the boys, and the statement of the latter was read to him. He said no word in reply. The court said that it would have been misdirection to say there was no corroboration. We say this was not satisfactory, because long experience and reflection has satisfied us that it is unwise for persons, either guilty or innocent, to make statements to police officers when charged; for the guilty this is obviously so, and even an innocent man might well deem it discreet not to commit himself to words which can be misapprehended, and later reported in circumstances where it will be impossible for him to make effective correction.

Action on Bank Note.

A RECENT case in the Edinburgh Sheriff Court—*Bertram* v. *Commercial Bank of Scotland*, 1928, 44 Scottish Law Review Reports 280—is a reminder of the special quality possessed by bank-notes of passing like cash, and that if a person takes it honestly, even though he does so negligently, he acquires a good title to it. The leading case in which this was laid down is *Raphael* v. *Bank of England*, 1855, 17 C.B. 161. There a money-changer in Paris, twelve months after he had received notice of a robbery of bank-notes at Liverpool, took one of the stolen notes (for £500) in Paris, giving cash for it, from a stranger whom he merely required to produce his passport and write his name on the back of the note. The Bank of England having refused to pay the note when in due course it was presented, the Paris money-changer sued them to recover its value, and it was held that he was entitled to succeed, the fact that of his forgetting or omitting to look at the notice he had received of the robbery and the numbers of the stolen notes being no evidence of *mala fides*. At one time it was thought that a person who took a bank note which had in fact been stolen was precluded from recovering, even though he had given value for it, if he had been negligent, but that doctrine has long been held to be erroneous. Fraud vitiates all transactions, but negligence is not the same thing as fraud. No doubt it seems puzzling to the layman to be told that if he loses an ordinary chattel he may recover it from anyone into whose possession it can be traced, while if he loses, or has had stolen from him, a bank-note, his right of recovery from a transferee is dependent upon his ability to establish that such transferee took the note with notice or knowledge of the loss, in other words, that he took it fraudulently; and probably the layman will find but cold comfort in the explanation that the law has so decided, because in the interest of trade it is essential that delivery of a bank-note should give a perfect title to an honest transferee.

The Betting Tax and Private Bets.

IN THE course of a recent prosecution of a workman at East Greenwich for violating the provisions of the Finance Act, 1926, in respect of the betting tax, the prosecuting solicitor threw out the alarming suggestion that, if one friend offers to make a bet with another, and that other accepts, the latter is liable to a fine if he does not hand over the appropriate revenue ticket to the backer. The magistrate observed that a private bet between himself and the prosecuting solicitor on, for example, the University boat race, would be exempt, but the solicitor replied that whoever accepted the bet would be liable for the duty. Probably in making this suggestion he had the statute open before him, s. 17 (2) providing that "any person who is found committing the offence of accepting a bet without issuing a revenue ticket" may, without warrant, be arrested by any officer—and, no doubt, be fined £100, which is the maximum penalty under sub-s. (1) for those contravening the Act. Were the effect of the statute as stated, it might be compared with the Gaming and Betting Acts, which render those promoting and participating in sixpenny whist drives guilty of offence against the law. Reference to s. 15, however, in which the tax is imposed, makes it reasonably clear that, with all its faults, the betting duty has no such absurd extension. Section 15 (1) (*a*) imposes the tax, not on every bet, but on "every bet made with a bookmaker," "bookmaker" being defined by s. 18 as a person who, whether occasionally or regularly, carries on the business of receiving or negotiating bets. Obviously neither an Oxford man who backed his University for the boat race against a Cambridge friend, nor the latter, would make their wager in the way of business, and it would therefore be exempt from the betting tax, and the Cambridge man who accepted the bet would not be a bookmaker within the Act. At what point an amateur who makes an habitual practice of betting with his friends becomes a bookmaker may some day have to be decided. The ordinary backer, who places his bets with bookmakers, will not be troubled, because the latter pay the tax. Even if the backer is one of the rare and remarkable individuals who make a livelihood as such, the layer appears to be the person who receives bets, the reference to "negotiation" being apparently made in respect of a servant or agent.

Thackeray and the Law.

An interesting article on "Thackeray and the Temple," by Mr. H. C. Minchin, in the September issue of the *Cornhill Magazine*, is a reminder that this distinguished Victorian novelist, like so many others who have achieved celebrity in letters, was a member of the legal profession. In the letter written in 1831 by Thackeray to his mother, then residing in Devonshire, upon which Mr. Minchin bases his article, we find the earliest allusion to his studies in the chambers of Mr. William Taprell, at No. 1, Hare-court, Temple. For a time, we have his word for it, he was "reading hard for the Bar," but the enthusiasm for his new mode of life, if he ever felt any, soon wore off, and we find him shortly afterwards writing that this "lawyer's preparatory education is certainly one of the most cold-blooded, prejudiced pieces of invention that ever a man was slave to . . . A fellow should properly do and think of nothing else than law . . . The sun won't shine into Taprell's chambers, and the high stools don't blossom and bring forth buds." Mr. Minchin assumes that at this time Thackeray was residing in No. 2, Brick-court, Temple. Of this there appears to be no evidence. It is true that at a later date he had chambers at that address, but there is no documentary evidence that he was there till 1854. The late Mr. Eyre Crowe, in his charming little book, "Thackeray's Haunts and Homes," in which are illustrations of both the exterior and interior of 1, Hare-court, expressed the view that Thackeray had at that early date residential chambers in Hare-court, probably sharing them with another, as did Pendennis with Warrington; but this again may be mere conjecture. All that we definitely know is that Thackeray spent some time in Taprell's chambers, drawing pleadings and drawing other things of a much more ludicrous character, as may be seen in a number of sketches headed: "Legal Definitions: By a Gentleman who may be called to the Bar," in the volume entitled "Thackerayana." An indefatigable caricaturist, Thackeray enjoyed throwing off pictorial squibs on all sorts of subjects much more than in proving himself an industrious apprentice of the law. Nevertheless, although he never became a special pleader like Taprell, he carried away with him sundry scraps of legal knowledge and an intimate acquaintance with the social customs and habits of the Bar student, all of which he was to utilise with excellent effect in the pages of "Pendennis" and "Philip," the heroes of those books being, like himself, members of the Middle Temple, although he describes them as belonging to the "Upper Temple." The chapter in "Pendennis," entitled "The Knights of the Temple," is the *locus classicus* of the social habits of the Middle Templars, and it reveals likewise the enthusiasm felt by Thackeray for the cloistered courts of the Temple with their associations and memories of Johnson and Boswell, of Fielding and Goldsmith. "I don't know," he writes, "whether the student of law permits himself the refreshment of enthusiasm, or indulges in poetical reminiscences as he passes by historical chambers, and says 'Yonder Eldon lived—upon this site Coke mused upon Lyttelton (*sic*)—here Chitty toiled—here Barnwell (*sic*) and Alderson joined in their famous labours—here Byles composed his great work upon bills, and Smith compiled his immortal Leading Cases—here Gustavus still toils with Solomon to aid him'; but the man of letters can't but love the place which has been inhabited by so many of his brethren, or peopled by their creations as real to us at this day as the authors whose children they were." The catalogue of legal writers in the foregoing quotation shows at least some knowledge by Thackeray of the books he may have handled while a pupil of Taprell; but who are "Gustavus" and "Solomon"? The conjecture may be hazarded that by the former Thackeray may have meant to indicate Adolphus, the colleague of Barnewall and, later, of Ellis, the reporters, but who was "Solomon"? Is there here any hidden allusion, or are both names merely fanciful? The latter hypothesis seems scarcely likely in view of the list of real names preceding those just mentioned. But probably the puzzle is insoluble, and we must leave it and return to Thackeray himself. From the Temple in the thirties of last century, he migrated to Weimar, where he studied German and paid his court to Goethe, then nearing the end of his long career, and it seemed as if he had bidden adieu for ever to English law; but some years later it seems to have occurred to him that the law, although not as fascinating as literature, might be made a stepping stone to some official appointment, and so he returned to the legal fold, and was duly called to the Bar. In the Law List for 1849, and from that year till 1851, the entry will be found: "Thackeray, Wm. Makepiece (*sic*) Esq., 10 Crown Office Row, called M. 26th May, 1848." In the list for 1852 and 1853 his name appears but with no address appended. In 1854, however, and for some years later, we find his address given as 2, Brick-court—an address already sacred to the memory of Goldsmith and Blackstone. Writing of Goldsmith he says, in his "English Humorists": "I have been many a time in the chambers in the Temple which were his, and passed up the staircase which Johnson and Burke and Reynolds trod to see their friend, their poet, their kind Goldsmith—the stair on which the poor women sat weeping bitterly when they heard that the greatest and most generous of all men was dead within the black oak door." It seems not at all improbable that Thackeray chose to have his name painted up at 2, Brick-court, for the very reason that Goldsmith had been there before him. A plaque commemorating Goldsmith's tenancy of the chambers is affixed to the building, but no outward memorial records their association with Thackeray, the greatest man of letters of whom the Middle Temple can boast.

It has been said above that Thackeray reknit his connexion with the Middle Temple with the view of qualifying himself for some official position. In 1849 his friend, Richard Monckton Milnes, afterwards Lord Houghton, did his best to secure for him the post of a London police magistrate. How the project came to naught will be seen from Thackeray's letter to Milnes: "You are a good and lovable adviser and M.P., but I cannot get the magistrate's place, not being eligible. I was only called to the Bar last year, and they require barristers of seven years' standing. Time will qualify me, however, and I hope to be able to last six years in the literary world; for though I shall write, I dare say, very badly, yet the public won't find it out for some time, and I shall live upon my past reputation. It is a pity, to be sure. If I could get a place and rest, I think I could do something better than I have done, and leave a good and lasting book behind me; but Fate is overruling." It is fortunate, indeed, that Thackeray's ambition to seat himself on the bench of a London police-court was doomed not to be realised; for certainly he would not have found there a place of rest, and to his sensitive nature the work would have proved the reverse of congenial. The next six years of which he spoke were full of work in his own *métier*; indeed, some of his greatest books came from him during that period, and these of a certainty we should not have had if his wish had been gratified, and it had been practicable for him to become a police magistrate. By his writings and not by legal practice or judicial work he was to earn fame, but to the lawyer it is an abiding satisfaction that he can claim Thackeray as a fellow-member, and one who added a fresh interest to the precincts of the Temple.

A SOLICITOR'S FAILURE.

A sitting of the Bankruptcy Court was held on Tuesday, before Mr. Registrar Warmington, for the public examination of Edward A. Mammatt, solicitor, lately of Northwood, Ashby-de-la-Zouch. The receiving order was made last July upon a creditor's petition, and an order of adjudication followed on 1st August.

He is now serving a term of three years' penal servitude for converting his clients' money to his own use. The sitting was adjourned until 23rd November.

Wills and Intestacies Bill:

Scottish Analogies and Contrasts.

By JOHN BURNS, W.S.

It would be wholly out of place for a Scottish lawyer to attempt to deal substantively with the Bill which Viscount Astor recently introduced in the Lords, and the only reasons for the present contribution are that in the memorandum prefixed to the Bill it is in two places stated that Scottish precedent is being followed, and the further consideration that the Bill raises the general issue of testamentary fetters. It is true that in the memorandum it is in terms asserted that "the Bill does not attempt to curtail testamentary powers of disposition . . . on the contrary the Bill . . . merely confers powers." Yes, but those powers are conferred on the executor and/or the court to vary and correct wills in favour of widow, widower, children, remoter issue and dependants. In the face of such enactments it is merely a matter of words, and not of substance, when it is stated that the power of testamentary disposal is not proposed to be fettered.

At any rate, no Scottish lawyer will attempt to say that the principle and operation of Scottish "legal rights" are not testamentary fetters. It is as testamentary fetters that they were conceived, have been retained and defended, and are still in many quarters justified. This presents the first analogy if the present writer's view of the Bill be accepted: the first contrast if the view put forward in the memorandum be accepted. The truth, no doubt, is that in form there is a contrast: in substance an analogy.

But then no Scottish lawyer will be so bold as to pretend that it is always possible to advise a testator whether the substance of his will is such as to make it a certainty that legal rights will not be claimed. The noble sponsor, or those who advise him, evidently are of the contrary opinion. "By making these specific requirements the Bill departs from the Dominion and adopts the Scottish precedent. A testator can thus be advised, when he makes his will, whether he has complied with the requirements."

A strange and even startling contrast is that, just at the time when this English Bill is introduced with the object of (*pace* the promoters) introducing or resurrecting testamentary fetters in England, it is in Scotland being seriously considered, in staid legal circles, whether the testamentary fetters which we have known from time immemorial should not be wholly blotted out, with or without the introduction of some substitute after the Dominion pattern. One reason is that it is conceived that, on the one hand, the Scottish law of succession cannot long continue as it is after the revolutionary changes in England, and, on the other hand, that the existence of legal rights presents a serious obstacle to reform. But if it is to be taken that the Dominion pattern could not be imported without a Bill of such complexity as the one now under consideration, it might well be considered that it would be better to let things be as they are, and to let Scotland stand where she does.

Scottish legal rights have never extended beyond widow, widower and immediate children. They do not include even the issue of a pre-deceasing child. This Bill includes blood descendants of any degree, even though nearer issue in the same line are alive, and apparently also claiming; thus it looks as though both the testator's son and the latter's issue might at the same time be heard to put forward claims for "maintenance, support, or benefit." Nay, blood relationship is not required at all; thus, adopted children are included, and even they are only one instance of dependants, for the benefit of the Bill is extended to anyone whom the testator has supported "and for whose support he ought to provide by his will." All this is in marked contrast to the Scottish institutions.

The present writer has long felt that Scottish legal rights lie open to the compelling criticism that they are unstable, and discreditable to northern thoroughness, inasmuch as, while it is boasted that they are indefeasible in law, they are most defeasible in fact. By making investments in heritable (real) estate the widow's legal right is, as regards that part of the estate, reduced to a life interest in one-third instead of the capital of one-third, and the legal right of children is defeated altogether to that extent. That always has been the law, and still is so. If it is English or any non-Scottish real estate, the widow is to that extent excluded as regards both income and corpus. Investment on Scottish real estate mortgages defeats the children's claims to that extent, and reduces the widow to income instead of capital. As regards debentures, both widow and children are defeated by the absurdly simple expedient of making the bond payable to the investor "and his heirs, excluding executors." All this savours too much of the farcical for a country whose people are generally esteemed to be almost ultra-serious. Undoubtedly, it furnishes an argument for abolition. What has been said about widows may be applied generally to widowers.

On the other hand, the law of Scotland recognises no limit of amount to which those legal rights may go. If a man leaves a widow, no children, and £2,000,000 free personalty, the lady, if not barred by contract, takes £1,000,000, no matter what the husband's will may say. The lady's claim is absolute and unconditional, and no answer is competent. Under this Bill an English widow, if she had been left £3,000 a year, less tax, for widowhood, could claim no more.

In the memorandum it is said that the contracting-out clause follows Scottish precedent. In Scots law and in the Bill this contracting-out is limited to ante-nuptial arrangements. The spouses may in this manner exclude the claims of themselves and of the children and remoter issue of the marriage. In Scotland it is not yet quite clear whether this must be in consideration of some provision, but in the Bill it is express that the exclusion holds only against objects who do take a vested interest in something, but, apparently, no matter how small.

Administration of Justice Act, 1928,

The Administration of Justice Act, 1928, 18 & 19 Geo. 5, c. 26, contains quite a considerable number of amendments of a thoroughly miscellaneous character. In fact, it can aptly be described as a "mixed grille," the ingredients of which are of an average weight and digestibility.

Part I (ss. 1-5) of the Act is meant to facilitate the reorganisation of the District Probate Registries pursuant to s. 108 of the Judicature Act, 1925, (1) by the grant of special non-effective benefits to those officers of the old probate registries who have become redundant by the adoption of the new scheme of eleven registry groups with a chief registry in each group; (2) by establishing certain qualifications for appointment as probate and district probate registrars. Both the registrars and the clerks will, in future, normally (though not invariably) be established civil servants, and as such subject to a fixed retiring age and eligible for pension under the Superannuation Acts. The official estimate of the saving likely to be effected by the adoption of the new scheme (which was recommended in 1923 by a committee presided over by Mr. Justice Tomlin) is £19,000 per annum.

Part II (ss. 6-12) of the Act contains several amendments to the Judicature Act, 1925. The most notable of these is contained in s. 162, whereby the following re-drafted proviso is substituted (to apply retrospectively) for the proviso to s. 162 (1):—

"(*a*) Where the deceased died wholly intestate as to his estate, administration shall be granted to some one or more persons interested in the residuary estate of the deceased,

if they make an application for the purpose, and as regards lands settled previously to the death of the deceased, be granted to the trustees, if any, of the settlement if willing to act; and

"(*b*) If, by reason of the insolvency of the estate of the deceased or of any other special circumstances, it appears to the court to be necessary or expedient to appoint as administrator some person other than the person who, but for this provision, would by law have been entitled to the grant of administration, the court may in its discretion, notwithstanding anything in this Act, appoint as administrator such person as it thinks expedient, and any administration granted under this provision may be limited in any way the court thinks fit."

The result is to indicate more clearly the powers and discretion of the court as respects grants in special circumstances. Incidentally the criticism passed by the Court of Appeal in *Re White*, 71 Sol. J. 603, upon the drafting of the proviso as it originally stood is met. Further, the view of the same court in *Re White, supra*, that the proviso does not overrule s. 160 so as to enable the court to appoint one person (whether or not a trust corporation) to administer a deceased's estate if there is a minority or a life interest arises under the will or intestacy is overruled: see the words "notwithstanding anything in this Act," and note that the expression "person" in the singular is used throughout the proviso. *In the Goods of Herbert*, 1926, P. 109, is therefore confirmed. It may be noted that the use of the ambiguous expression "lands settled previously to the death of the deceased" is continued without any indication of the view of the legislature upon *Re Bridgett and Hayes*, 71 Sol. J. 910; 1928, 1 Ch. 163.

The following new sections are introduced to the principal Act:—

Section 60A, which empowers the Lord Chancellor to direct that business shall cease to be assigned to a special judge;

Section 219A, making various provisions as to bonds given under an Order of the Court.

Part III (s. 13) repeals so much of the Judicial Committee (Amendment) Act, 1895, as imposes a limit on the number of persons who may become members of the Judicial Committee of the Privy Council.

In Pt. IV (ss. 14-18) such miscellaneous matters as the tenure of office, precedence and qualifications of the Vice-Chancellor of the County Palatine of Lancaster, the transfer of charitable, educational or ecclesiastical funds in court to the Charity Commissioners, or the Board of Education, or the Ecclesiastical Commissioners, and the amendment of the County Courts Acts, 1884 and 1924, are dealt with. Further, the Guardianship of Infants Acts, 1886 and 1925, are amended so as to enable the court to make orders as regards the custody of an infant and the right of access thereto upon the application of the father in like manner as those powers may be exercised in the case of the mother of an infant. Thus, a serious difficulty (see 70 Sol. J. 313) experienced by magistrates in the making of orders under these Acts has now been removed.

Certain general provisions are contained in Pt. V of the Act, and a number of minor amendments are contained in a schedule. The most notable of these minor alterations is a correction of the drafting error in s. 2 of the Legitimacy Act, 1926, in which reference was made to a repealed statute, namely, the Legitimacy (Declaration) Act, 1858.

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

The Organisation of a Solicitor's Office.

(*Continued from p.* 623.)

VI.

Mortgage Registers.

A detailed register of all mortgages in the office should be kept up to date and the responsibility for entering each new security should be delegated to a senior clerk, though careful supervision of this important duty is essential.

As has already been suggested under the heading of "Mortgage Interest and Insurance," it is sometimes convenient to insert the same half-yearly dates in all mortgages relating to the same estate or trust, the first half-year's interest being apportioned accordingly. It is an undoubted advantage to insert one of the regular quarter days for payment of the half-yearly or quarterly interest, so that a large number of interest notices may be sent out at the same time of the year, and the adjustment of income tax, particularly when there is variation in the rate, is simplified.

Before leaving the question of mortgage registers it is necessary to draw attention to the great importance of periodically checking mortgage securities. The recent decline in property values has resulted in many mortgages affording inadequate securities for the moneys still remaining on the security of such properties, and the consequent risk of such a situation can only be guarded against by a systematic and periodical check of the general register.

Law Books.

It is realised that this largely resolves itself into a question of expenditure, with due regard, however, to the question as to whether there is a local law library reasonably accessible. In the latter event, the standard works on the main branches of law can be readily obtained at short notice by members of the local society, which usually provides alternative works on the same subject and an adequate number of volumes of any particular textbook which is frequently in use.

Assuming, however, no such library is available, probably the first essential of the ordinary practitioner is to have a standard book of conveyancing and general precedents. This is the keynote of the ordinary conveyancing practice, and should be supplemented by standard works on contract and tort, landlord and tenant, partnership, bankruptcy, and such other branches of law as the nature of the particular practice demands.

So far as the principles of equity and the law of real property and vendor and purchaser are concerned, the general notes and memoranda in the standard books of precedents are usually adequate, though the advantage of recognised works on these important branches of law is obvious.

So far as what has been termed the new conveyancing is concerned, the writer has derived great benefit from perusing one or two of the standard students' textbooks on this branch of law and commends the idea unreservedly to his fellow practitioners. After all, most solicitors are only students so far as the Law of Property Acts are concerned, and it is advisable to approach them on this basis from the outset. The degree to which the annual statutes, digest of cases and law reports become necessary depends upon the scope and nature of one's practice, and no useful purpose would be served by considering further the textbooks to acquire and those which can usually be dispensed with.

One necessary incident to a lawyer's education should be noted, however, as regards the perusal of some reliable weekly journal, which records the latest decisions and contains articles of a helpful and practical nature. For obvious reasons the writer does not consider it necessary to state his choice in this direction.

Office Furniture.

Reference has already been made to the importance of the general equipment of an office being of a cheery and up-to-date

nature, but no apology is advanced for emphasising again the advantage of eliminating the drab and depressing atmosphere which so frequently characterises a solicitor's office. It is extraordinary what great improvements can be made in the direction of bright and genial rooms without entailing undue expenditure, and the provision of a few extra tables in a busy office facilitates the extent to which the working tables and desks can be kept clear from general papers.

Comfortable chairs in appropriate places are appreciated by clients, and the introduction of a little colour in the general decoration of the room has many advantages.

So far as letters are concerned, these should never be taken from one room to another or sent down for the purpose of putting up or filing except by means of trays. Indeed, the availability of a few extra trays when dealing with trust and other matters involving continuous attention reduces to a minimum the risk of mislaid or lost papers, and enables a table to be readily cleared at short notice.

Deed Safes.

The keeping of deeds bring to mind the zealous care which certain practitioners seem to take to stick to title deeds as long as possible. The reason is often sufficiently clear to obviate discussion, though it is a matter of opinion whether clients should not be made to feel that they are acting quite properly and naturally by expecting that deeds and certificates will be handed over to them for personal retention or for safe custody by their bank.

Speaking generally, the average solicitor's office can never be equipped, without considerable expenditure of money, for keeping with absolute security large quantities of deeds, and, even where this is practicable, clients undoubtedly appreciate solicitors who see their point of view and make it quite easy for them to take over documents of this nature.

So far, however, as deeds and securities in the actual possession of the practitioner are concerned, these should always be kept in proper safes or adequate fire-proof receptacles, and a detailed register should be kept up to date recording the locality of all such documents.

Partnership.

It is not proposed to consider in detail questions of organisation from the point of view of partnerships, as the general principles outlined above apply whether there is a partnership or not. It is desirable to bear in mind, however, the advantage of the maximum elasticity between the partners, and also between their respective staffs, as it is not at all uncommon to find on occasions one partner and his personal clerks hopelessly overworked, while the staff of the other is not working at more than two-thirds pressure. This is sometimes inevitable, but better organisation and more liaison between the two departments concerned are to be strongly recommended.

Appointments.

Considerations of space do not permit detailed consideration of matters affecting organisation when private practices are conducted side by side with important public appointments. The latter invariably require an independent staff, though in many cases the clerks concerned could be usefully employed on both sides of the office.

The "Team Spirit."

Before concluding these articles it is desired to emphasise the necessity and importance of the "team spirit." A great deal is being thought and said to-day about mutual trust and reasonable comradeship between employer and employed and master and servant, and a great many of the weaknesses and limitations of office organisation to-day arise from the lack of this essential atmosphere. The finest organisation in the world breaks down when the personal equation is unsatisfactory, and work cannot be tackled with expedition and that zest which is so necessary unless the relations between the principals and the other members of the staff are happy and congenial.

It is desired to conclude on this note, as a review of the practical points which have been dealt with in these articles may emphasise the extent to which all parties concerned must "pull their weight" cheerfully and honourably, and cheery co-operation on the part of junior members of a staff depends very largely upon the extent to which kindly consideration and genial treatment are meted out to them by those in high places.

The writer has not hesitated to take full advantage of the series of articles on this subject which previously appeared in THE SOLICITORS' JOURNAL and acknowledges once again his great indebtness to Mr. E. F. TURNER, for his kindness and courtesy with respect to the unrestricted use of the series in question. H.

NOTE.—The previous articles appeared in our issues of 23rd June, 30th June, 14th July, 15th and 22nd September, and copies of these can be obtained at the offices of THE SOLICITORS' JOURNAL, 29, Breams Buildings, E.C.4.

A Conveyancer's Diary.

Undivided Shares: Sole Trustee Absolute Owner of One Share: Vesting.

A learned correspondent draws attention to a difficult, though not uncommon, case on the construction of the provisions of the L.P.A., 1925, affecting land held in undivided shares.

"In the ordinary case," he writes, "where land (not being settled land) was at the end of the year 1925 vested in A in trust for several persons in undivided shares vested in possession, para. 1 (1) of Pt. IV of the 1st Sched. to the L.P.A., 1925, applies, and A holds on the statutory trusts."

That is, in short, the effect of para. 1 (1).

"But if," our correspondent continues, "in the case above given A held in trust for A, B and C in equal shares, so that A *was at the end of* 1925 *the beneficial owner of an undivided share*, what is the position? It seems to me to depend on whether or not his equitable estate had before 1926 merged or been extinguished in his legal estate."

"(1) If there was no merger before 1926, the case comes within para. 1 (1), and A holds on the statutory trusts."

"(2) If there was merger before 1926, then I suggest that at the end of 1925 A did not hold the *entirety* on any trusts. He was absolute owner of his own share, and the only property he held on trust consisted of the other undivided shares belonging in equity to his co-owners, B and C. Then the case comes within para. 1 (4), the land has vested in the Public Trustee, and the new trustees can be appointed in his place under the provisos to that paragraph."

Taking merger as the criterion, the above statement of the position seems unimpeachable. Hence, "where title is being made under para. 1 (1), it is usually necessary to ascertain that there was at the end of 1925 no division of the legal estate under the doctrine of merger, i.e., that the person who had the legal estate either did not, whether absolutely or as trustee or otherwise, hold in equity any undivided share, or that any undivided share so held had in fact merged. It thus becomes necessary to ascertain in all cases under para. 1 (1) the position as regards the ownership of the undivided shares."

That is so; but more often than not where the pre-1926 title was held in undivided shares the position as regards the ownership of each of those shares would have to be investigated. Hence there is nothing extraordinary about the mere investigation of the pre-1926 title to the shares.

But a new point has to be borne in mind in the investigation. Thus, it will have to be ascertained whether or not merger of A's share was possible. That raises an extremely difficult point of law on which it is not easy to find direct authority. It is, however, laid down in "Challis R.P.," 3rd ed., p. 95

(on the authority of 3 Prest. Conv. 285), that "there might be a merger at law between two estates held in the same right, although one of them was held upon a trust."

The following observations of Buller, J., in *Goodright* v. *Wells*, Doug. 771, quoted in 3 Prest. Conv. 340, seem to go even further: "I am inclined . . . to hold that by whatever means, whether by conveyance or otherwise, a person obtaining the absolute ownership at law of the estate, though he acquired that by an equitable title, and both either came together or are afterwards united to him, the legal will prevail, the equitable is totally gone for the purpose of being acted upon by any person in this court."

Moreover, in 3 Prest. Conv., at p. 88, it is stated that "the law on merger may operate to the extent in which the same person has several estates in the same parcel of land . . . tenants in common have only particular undivided shares . . . each share is considered as a distinct tenement and gives a separate and distinct freehold."

From the above authorities it would appear that merger would, before the Judicature Acts, 1873-1875, have been possible at law in the circumstances described by our correspondent. Since the Judicature Act, 1873, however, the equitable rules as to merger are to prevail and, as is well-known, "mergers are odious in equity and never allowed unless for special reasons"; or as is less sweepingly and more accurately stated in modern terms, whether or not there is merger in equity depends upon the intention, express or implied, of the parties.

On the whole, then, it seems that merger may have been possible, but was improbable in the case under consideration. If it were held that merger was possible "it would be necessary either to obtain evidence that in fact no merger took place or to have a confirmatory appointment of the vendors to be trustees in place of the Public Trustee under para. 1 (4), and as it will usually be difficult to obtain satisfactory evidence of non-merger, the confirmatory appointment will be the simplest and best solution of the difficulty."

With that conclusion we agree; as we do with the further suggestion that "it does not seem to be likely that the difficulty will be overcome by a 'beneficial' construction of para. 1 (1)."

Landlord and Tenant Notebook.

Request to Tenant to furnish Statement as to Sub-letting.

Where a landlord is contemplating taking proceedings for the recovery of possession of premises within the Rent Acts, he may find the provisions of s. 7 (2) of the Rent and Mortgage Interest Restrictions Act, 1923, of some assistance to him.

That sub-section may be regarded as a sort of counterpart to another provision in the Rent Acts, viz., s. 11 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The latter entitles a tenant to a written statement from his landlord as to the standard rent of the "dwelling-house" occupied by him (and such a dwelling-house need not necessarily be the whole of a house, but may be only a part thereof, e.g., a floor or a room), the tenant, however, being entitled to such a statement only where he has made a written request, to his landlord, to that effect, and the landlord being obliged to comply with such request, unless he has some reasonable excuse for not doing so. The landlord will usually find it difficult to give any satisfactory excuse for not supplying a statement as to the standard rent, but instances are conceivable where it would be a practical impossibility for the landlord to comply with his tenant's request, as, for example, where the property has changed hands, and the persons who were respectively the landlord and the tenant at the material date by reference to which the standard rent is to be fixed have died, or cannot be traced, and no records are available to show what was the rent paid by the tenant at such date. In such circumstances, however, although the landlord may not be able to give any information as to what is the proper standard rent, the court, if called upon to do so, must arrive at a standard rent on such materials as are available. It would appear that the proper course to adopt in such a case is to fall back upon the rent at which the property was last known to have been let prior to August, 1914, but if that rent cannot be ascertained or if the property was let for the first time after August, 1914, then the rent at which the property was known to have been so let for the first time must be taken as the standard rent. But when these data are not available the court must arrive at some sort of conclusion as to what shall be regarded as the standard rent for the premises.

Section 7 (2) of the Rent and Mortgage Interest (Restrictions) Act, 1923, to which I have alluded above, deals with a somewhat different matter in which the positions of the landlord and the tenant are reversed.

Under this sub-section where any part of the dwelling-house occupied by the tenant has been sub-let, the landlord is entitled, on giving written notice, to be supplied by the tenant within fourteen days of such notice, with a statement in writing as to any sub-letting with full particulars of the occupancy and of the rent charged, and the tenant, if he fails to comply with this request or gives statements which are false in any material particular, will be summarily liable to a fine not exceeding £2.

Having regard to the immediate context of the above provision, it would appear that it was originally intended to enable a landlord to find out if there were any sub-lettings with the object of increasing the rent of his immediate tenant, by such further increase as was permitted by sub-s. (1) of s. 7 of the Act of 1923, that sub-section entitling a landlord where the tenant had sub-let part of the premises to increase the rent of the tenant by a further amount not exceeding 5 per cent. of the net rent of the dwelling-house in which the sub-tenancy is comprised.

In view, however, of the fact that a landlord who is seeking to recover possession on the ground that he requires the premises for his own occupation might be entitled by virtue of the decision in *Thompson* v. *Rolls*, 1926, 2 K.B., to allege that alternative accommodation was available for the tenant in the premises, possession of which was being sought, and that therefore an order for possession should be made in his favour subject to the tenant being allowed to remain in possession of that part of the premises previously occupied by him and his family at the time of the action, it is obvious that s. 7 (2) of the Rent Act of 1923 might occasionally be of material assistance to the landlord who is seeking to obtain possession and might be put to a use quite different from that for which it was originally intended.

Our County Court Letter.

THE DOGS (AMENDMENT) ACT, 1928.

THE Dogs (Amendment) Act, 1928, came into force on 3rd August, and it should be noted that dog-owners are now absolutely liable not only for injuries to cattle and sheep under the Dogs Act, 1906, s. 1, but also for injuries to poultry, viz., domestic fowl, turkeys, geese, ducks, guinea fowl and pigeons. It is also not necessary for the plaintiff to prove a previous mischievous propensity in the dog, or the defendant's knowledge of such previous propensity, or to show that the injury was attributable to neglect on the part of the owner. Sections 3 and 4 of the principal Act are replaced by provisions whereby the onus is on the finder of a stray dog to return it to the owner or the police, but the latter must allow the dog

to remain in the possession of the finder on his undertaking to keep it for not less than one month. If the dog is left with the police, however, and within a week the owner is not found or fails to pay all expenses, the dog may be destroyed.

The subject of trespassing dogs becomes prominent with the autumn shooting, and reference may usefully be made to the case of *Henny* v. *Thorley*, decided earlier this year at Stone County Court. The plaintiff claimed £5 as the value of a dog which had been shot by the defendant, while it was trespassing on the farm at which the defendant was employed. The case for the plaintiff was that his daughter had taken the dog for a walk, in the course of which it entered a field and disappeared over a slope. Two shots were then heard, and the defendant admitted at a subsequent interview that he had killed the dog while it was worrying a sheep. It was contended for the plaintiff that the only justification for shooting was that it was the only means of preserving the property, whereas in the present case there had apparently been no effort to remove the dog from the sheep. The defendant's case was that where a dog is found trespassing, and also damaging property, the owner of the latter is entitled to shoot. His Honour Judge Ruegg, K.C., expressed his sympathy with the plaintiff, but stated that there was a risk run by every person who owned a dog—viz., that the dog (and particularly those of certain breeds) might be inclined to pursue sheep. The defendant's evidence was that a sheep was being held down by the dog, which he accordingly shot. The law was that if a person found his property being attacked in that way, he was justified in shooting. This was especially so in regard to the class of property in question, having regard to the injury which might be done to a flock of sheep in the lambing season, which might be very serious and sometimes involve almost ruination to a farmer. In the circumstances the defendant was justified in shooting the dog, and judgment was therefore entered in his favour.

The above decision must be considered in reference to the facts of the case, and it does not follow that the lessee of a shoot would always be justified in shooting a strange dog absconding with one of his birds. Moreover, the successful defendant in the county court might find himself in difficulties elsewhere, as in *Barnard* v. *Evans*, 1925, 2 K.B. 794. In that case a spaniel had entered a field, which had no hedge, and was playing with another dog, but was shot at and wounded for the reason that it was chasing fowls. On a summons under the Protection of Animals Act, 1911, s. 1, for cruelly ill-treating the dog, the magistrates found that there was an intent to kill, that as a result substantial suffering was caused to the dog, and that it was not necessary to use a shot-gun to drive the animal out of the field. The summons was dismissed in reliance on *Hooker* v. *Gray*, 71 J.P. 337, but the Divisional Court remitted the case with a direction to convict. Lord Hewart re-affirmed the decision in *Vere* v. *Lord Cawdor*, 11 East, 568, which lays down that the question is whether there was any necessity for the shooting. Lord Ellenborough there stated: "The question is, whether the plaintiff's dog incurred the penalty of death for running after the hare in another's ground? And if there be any precedent of that sort, which outrages all reason and sense, it is of no authority to govern other cases. There is no question here as to the right to the game, and the gamekeeper had no right to kill the plaintiff's dog for following it." The test therefore is, whether the defendant's property was in actual peril at the time of the shooting.

TOWN CLERK TO RETIRE.

Sir Richard R. Linthorne, O.B.E., Town Clerk of the County and County Borough of Southampton, will retire on the 31st March next. Sir Richard was admitted in 1887, and appointed town clerk in 1899, at which time he was in practice as a solicitor there. He also holds the appointments of Solicitor to the Corporation, and Clerk to the Urban, Port Sanitary and Local Education Authorities, Prosecuting Solicitor and Steward of the Court Leet.

Practice Notes.

DIVORCE.

THE rights of parties in matrimonial proceedings in the High Court so far as they relate to the children of the marriage are not so widely known as they should be. One source of confusion is the difference between the procedure as regards custody and access. An order for custody is usually embodied in the decree and made in open court in favour of an innocent party in answer to the prayer in the petition, whereas an order for access, generally sought by a guilty party, is obtained on a summons to the judge in chambers, or to the registrar, if there is consent to access, and only its extent is to be determined. Before decree *nisi* the registrar deals with questions of access.

Before a respondent party can be heard as to custody or access he must have entered an appearance in the suit, and it often occurs that such party is represented by counsel at the hearing to contest custody—although not defending the petition. In that event the question of custody, on the application of the respondent's counsel, is sometimes adjourned into chambers, or more frequently custody is given to the petitioner and liberty to apply in chambers as to access to the respondent. An order for custody vests the control of the child's habitat in the person in whose favour it has been made, at least until the child reaches the age of sixteen. It will not be enforced against the child after that age. It should be noted that the parents are not the only persons entitled to an order. Others may intervene to obtain custody at their own risk as to costs if they fail. Custody is solely in the discretion of the Court, and the paramount consideration in awarding it is the interest of the child, so that an order for custody may be modified in the case of a child of tender years by the provision that it shall not be removed from the respondent mother until further order.

Access is the facility given by the court to the guilty party to enjoy the society of the children of the marriage when they are in the legal custody of some other person, usually the innocent party.

The exercise of the discretion of the court in giving liberty of access to a guilty wife to her children has undergone a great change since the early days of the Divorce Court. In "the sixties," Sir CRESWELL CRESWELL said: "It will probably have a salutary effect in the interests of public morality that it should be known that a woman, if found guilty of adultery, will forfeit, as far as this court is concerned, all right to the custody of or access to her children."

In *B.* v. *B.*, 1924, P. 176, C.A., WARRINGTON, L.J., at p. 184, said: "I think the existing law is quite accurately summed up in the judgment of the Court of Appeal in *Stark* v. *Stark* (1910, P. 190), which was evidently intended to guide the courts in the future. It is in these terms (1910, P.193): 'We only desire to add that the matrimonial offence which justified the divorce ought not to be regarded for all time and under all circumstances as sufficient to disentitle the mother to access to her daughter, or even to the custody of her daughter, assuming her to be under sixteen. The court ought not to lay down a hard and fast rule on this subject. The statutory power conferred upon the court ought, in the language of LOPES, L.J., in *Thomasset* v. *Thomasset* (1894, P. 295), 307, "to be exercised discretionally according to the particular circumstances in each case in which its interference is invoked." And it is always to be borne in mind that the benefit and interest of the infant is the paramount consideration and not the punishment of the guilty spouse. The fact that change of custody or liberty of access may unsettle the mind of the infant, is only a circumstance to be considered, and ought not to be regarded as a complete bar to any change or new order for access.'"

Liberty of access is granted to guilty husbands upon the same considerations as apply to guilty wives.

The Guardianship of Infants Act, 1925, although applicable to proceedings in the Divorce Court, has made no change in the practice, s. 1 of that statute, in effect, enunciating the principles hitherto followed in the Divorce Division in determining questions of custody.

When proceedings have been started the leave of the court is required by either party desiring to remove a child from the custody of the person with whom it then is, and no child may be taken out of the jurisdiction by any person at any stage even after decree absolute, without the leave of the court.

The remedy for disobedience to an order to deliver up possession of a child is to attach the person in default. The order for custody endorsed with a penal notice must be served on him and, on continued default, the court moved accordingly.

Correspondence.

Landlord and Tenant Notebook.

Sir,—The article appearing in your issue of the 4th inst., regarding the five appeals on the question of "decontrol," are of great interest to everyone who has to endeavour to construe the various Acts relating to "Rent Restrictions."

I can speak with over twelve years' experience of the various Acts, seeing that I acted for the plaintiffs in the case of *Sharp Brothers and Knight* v. *Chant*, which was the first case under the 1915 Act that went to the Court of Appeal.

We in Birmingham have never denied that the holder of the residue of a ninety-nine years' lease at a ground rent, however short such residue, was a landlord within the meaning of the Acts.

What has exercised our minds is:—

(1) Is the holder of the residue of an occupation lease—say for twenty-one years—at a rack rental, a landlord under the Acts.

(2) Is a rack-rental yearly, quarterly, monthly or weekly tenant a landlord under the Acts?

(3) Does it affect the point that a rack-rental tenant or lessee did not first sub-let until after 1923?

I have not yet had an opportunity of perusing the full judgments, but so far as I can see from the newspaper report, they have not dealt with the point that agitates our minds in Birmingham.

There are several cases adjourned "*sine die*" in the Birmingham County Court, and your opinion would be of great assistance to practitioners here.

Thanking you in anticipation,

Yours faithfully,

Birmingham, ALFRED F. LOVATT.

[See Current Topic, "'Landlord' for the Purposes of Decontrol," 72 SOL. J. 574.—ED., *Sol. J.*]

Organisation of a Solicitor's Office—Article IV.

Sir,—I am again taking the liberty of writing you upon a point or two in the above article, published in your issue of the 15th inst.

The point your contributor makes as to extravagance of language in litigious correspondence should I think be taken to heart by every solicitor apart from those to whom such extravagance is a usual mannerism, for on occasion, I find that I myself, in the endeavour to express my client's position, fall into the trap of using occasional phraseology which is too dogmatic and has to be deleted before I should permit the letter to leave the office. Probably this type of extravagance of tone causes more friction than letters from the type of solicitor who persistently issues letters saturated with offensiveness, for such solicitors are generally known and their letters are taken *cum grano salis*, or, just occasionally, as in one instance I came across, where such a solicitor wrote: "I insist that your client . . . shall do this, that and the other thing." The solicitor recipient replied under the heading "Without prejudice"—"You go to h——."

The other point is with regard to debt letters. Your contributor has perhaps overlooked the circumstances that most cases, one might indeed say, practically all cases, that are put into solicitors' hands for collection are bad and the debtors have generally been written to repeatedly by the creditors, often called upon by collectors, sometimes the accounts have been through debt-collecting agencies, and they ultimately come to rest in a solicitor's keeping. He knows then that it is no use writing politely worded requests for payment. Nothing short of a peremptory demand will do, and, though I hold no brief one way or another for the inclusion of a request for payment of the costs of the application, I know that psychologically it has, on occasion, the effect on the debtor of making him pay, lest costs should be run up against him, for while some debtors do not intend to pay anything in any circumstances, others are merely stupid and do not wake up to their stupidity until it appears to them that they are going to have to pay more than they legitimately owe.

If your contributor can suggest some other method of playing on the psychology of debtors more efficiently than the method condemned in your article, I am sure all of us in the profession would be eternally indebted to him.

The above are two very minor points, but as I understand from you that your contributor intends to deal with points raised in correspondence, I wish to put them before him, as I am interested to learn what he will say about them.

One is never too old to learn new ideas, and I was somewhat disappointed with regard to the matter in my second point, that your contributor dealt with it more on the destructive side than the constructive side; I had hoped to pick up a point or two.

Bradford. JOHN TREWAVAS.

20th September.

Estate Duty on Cesser of Annuities.

Sir,—As is only too well known, where a testator bequeaths an annuity, Estate Duty is payable on the annuitant's death out of the testator's residuary estate.

Will any of your readers be good enough to inform me whether they have received claims for duty in respect of the cesser of an annuity bequeathed by a husband or wife to the surviving spouse, on the death of the latter?

The point is whether the Finance Act, 1914, s. 14, operates to exempt the cesser from duty on the death of a surviving spouse, on the ground that the capital necessary to produce the annuity is "settled property," and has borne Estate Duty on the death of the other spouse (the testator).

It seems quite clear from the authorities that where the annuity is given "*simpliciter*" (without a direction to set aside capital to meet it), there is no "settlement," but that where there is such a direction, or even a power which has been acted upon, the capital so set aside is settled.

See *Re Waller*, 1916, 1 Ch., at p. 158, and the cases quoted there.

The logical conclusion would seem to be that, where a husband bequeaths an annuity "*simpliciter*" to his wife (who survives), the Revenue could, in strictness, claim Estate Duty on the wife's death, but that it could not so claim if the will gave direction to set aside capital.

The legal position will be discussed in the next edition of my "Handbook on the Death Duties," and in the meantime I should be very much obliged if any of your readers who have recently dealt with a case of this kind would inform me what claim (if any) the Estate Duty Office made.

London, H. ARNOLD WOOLLEY.

21st September.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Undivided Shares—Vesting—Custody of Appointment of Trustees to oust the Public Trustee.

Q. 1411. On the 31st December, 1925, freehold property was vested, as to one undivided moiety in A in fee simple, and as to the other undivided moiety in A for life, with remainders over. The life estate was taken by A under the will of a testatrix, who died in 1908. The trustees of the will have impliedly assented to the devise for life to A. On 1st January, 1926, it would appear that the entirety of the property vested in the Public Trustee upon the statutory trusts. In 1928 A and B (the latter being the surviving trustee of the said will) appointed themselves to be trustees of the property in the place of the Public Trustee and were expressed to hold the same upon the statutory trusts applicable thereto by virtue of the L.P.A., 1925. C has just purchased the whole of the property, the subject of the new appointment of trustees, and your opinion would be appreciated on the following points :—

(1) In the circumstances did the entirety of the property in fact vest in the Public Trustee on 1st January, 1926 ? If so, it would seem that A alone could have appointed new trustees.

(2) Is C entitled to have delivered up to him on completion the appointment of trustees, on the ground that it relates exclusively to the property purchased by him ?

A. (1) We consider that the entirety did vest in the Public Trustee under L.P.A., 1925, Sched. I, Pt. IV, para. 1 (4), and we agree that A alone could have appointed trustees to oust the Public Trustee being interested in more than an undivided half.

(2) No, C is not entitled to have this document delivered to him because the statutory trusts subsist until the proceeds of sale are accounted for to persons absolutely entitled (see L.P.A., 1925, s. 45 (9) (*b*)).

Purchase of Settled Land by Representative of Life Tenant on Termination of Settlement—Fiduciary Capacity.

Q. 1412. A is tenant for life of freeholds under the will of his father, X and Y being the trustees of the settlement created by the will. A dies 31st December, 1927, after a vesting deed had been completed in his favour, and by his will he has appointed his widow and Y, one of the trustees of the settlement to be his executors. This will is proved on the 31st January, 1928, and on the 10th February the widow and Y execute a conveyance of the freeholds in favour of X and Y as the life estate is followed by a trust for sale. The freeholds were offered for sale by public auction on the 20th inst., and the widow of the tenant for life attended and bid for one lot which was knocked down to her. My opinion is that the widow is not in the position of a trustee purchasing trust property and there were no trusts reposed in her by the will of her late husband's father, who died in 1894, and that she and her co-executor were merely trustees with one duty to perform, i.e., convey the trust estate to the trustees of the settlement. Do you confirm this or otherwise ?

A. We agree with the view expressed.

Settled Land—Death of Tenant for Life Intestate—Trustee entitled absolutely—Title.

Q. 1413. A, the testator, died on the 14th day of January, 1926, having by his will dated the 24th day of July, 1923, appointed B his executor and trustee. B proved the will on the 1st day of March, 1926. By his will A gave all his estate (which included the house he lived in) to B upon trust for his (testator's) wife, C, for her life, and after her death, subject to the payment of certain pecuniary legacies, to B absolutely. C died on the 25th April, 1927, intestate and without being possessed of any free estate. B is C's nephew and her only next of kin. B now wishes to sell the house. What steps should be taken to perfect his title ? It is presumed that he should assent to the vesting of the property in himself beneficially. Should he take out a grant limited to the settled land, or should he take out a general grant to C's estate (which consists only of wearing apparel and a few personal effects) ?

A. He must take a general grant, which will now, in accordance with the practice adopted since the decision in *Re Bridgett and Hayes' Contract*, 1928, 1 Ch. 163 ; 71 Sol. J. 910, include all land held by the deceased as tenant for life under the S.L.A., 1925, but ceasing to be settled land on her death. On acceptance of the grant B will have a clear title and can sell as personal representative, or, after assent to himself, as sole beneficiary, according to the choice of himself and his purchaser, see A.E.A., 1925, ss. 27 and 37.

Will—Construction—Whether Residuary Gift Absolute or for Life—Realty—Death of Devisee—Title.

Q. 1414. Testator A made his will dated the 13th day of March, 1917, in the following terms : " I devise and bequeath all my real and personal estate whatsoever which I may die possessed of and all monies that may be due to me from whatever source after paying my funeral and testamentary expenses unto my wife for her sole use and benefit and her receipt shall be a sufficient discharge of any sums due at my decease and at the decease of my wife the residue shall be equally divided between my three daughters," X Y and Z. This is the whole of the will with the exception of the formal parts. No trustees or executors were appointed. A died on the 11th June, 1917, and probate of his will was granted to his widow, B, on the 5th July, 1917. On the 27th August, 1919, one of the children, X, died aged seventeen years intestate and a spinster. B by her will dated 22nd August, 1921, appointed E and F her executors and trustees and gave all her property to them upon trust to sell and to stand possessed of the proceeds for her two daughters Y and Z (then both of age and now living) absolutely in equal shares. B died on the 26th September, 1927, and on the 31st December, 1927, a general grant of probate of B's will was granted in respect to all her estate to E and F under the new directions issued by the Probate Registrar, published on p. 980 of The Solicitors' Journal, and in view of the decision in *Re Bridgett and Hayes' Contract*, 1927, N.W. 275. No vesting instrument was ever executed in favour of B as it was thought that she took under the terms of A's will an absolute interest in her husband's whole estate, and that the gift to the daughters was a nullity, and that there was no possibility of B's interest in her husband's estate being that of a tenant for life. A client of mine has now contracted to purchase a freehold dwelling-house, which formed part of A's estate, from E and F.

(1) What is the true construction of A's will, and was B's interest thereunder that of a tenant for life ?

(2) If so, did the settlement created by A's will determine on the death of B and the property then cease to be settled land ?

(3) Can E and F make a good title to the property as the personal representatives of B, and would my client be safe in taking a conveyance from and paying the purchase money to

them ? If not, how can a good title be obtained, and from whom ?

(4) Does the decision of Lord Merrivale, P., in *Re James*, 162 L.T.J., p. 498, make it necessary to appoint trustees of A's will and obtain a grant of special representation to the settled property ?

A. Reference to *Perry* v. *Merritt*, 1874, L.R. 18 Eq. 152, *Re Jones*, 1898, 1 Ch. 438, and *Re Sanford*, 1901, 1 Ch. 939, will show the difficulty of construing such a devise and bequest as above. See also answer to *Q.* 264, Vol. 70, p. 580. The opinion here given on the extract above, subject to the usual caution as to construing a will without sight of it as a whole, is that the widow took absolutely, but a purchaser could hardly be advised to rely on this. In the above case, however, E and F as general executors of the widow hold the land on trust for Y and Z, subject to their duties as such, either way. In answer to the questions put therefore (1) As above. (2) Yes. (3) Yes. (4) It is apprehended that the practice indicated in *Re James, supra*, would not now be followed in view of *Re Bridgett and Hayes' Contract, supra*, and the directions mentioned above. E and F having the inclusive grant are personal representatives even if it was issued to them irregularly, see A.E.A., 1925, ss. 27 and 37, and *Hewson* v. *Shelley*, 1914, 2 Ch. 13.

Settled Land—Death of Tenant for Life—Absolute Reversion—Sale—Title.

Q. 1415. A, a married woman, by her will, devised certain real property (which was mortgaged) unto her husband, B, for his life, and appointed him sole executor, and made no appointment of trustees, and then to her brother, C. A died prior to 1926, and B died in 1927, having, by his will, appointed D and E his executors and trustees. D and E propose to take out probate of the will of B, both as regards his own property and that of which he was seised as tenant for life under will of A. Please inform us whether in your opinion this is the correct procedure, and as the settled land is to be sold, who should sell the same and in what capacity ?

A. Yes, the procedure will accord with *re Bridgett & Hayes' Contract*, 1926, 71 Sol. J. 910, and the directions printed on p. 980. The special representatives can sell as such, see references given in the answer to *Q.* 889, pp. 631-2, vol. 71. Alternatively, they can assent under the S.L.A., 1925, s. 7 (5), and the A.E.A., 1925, s. 36, in favour of C, who can then sell as beneficial owner.

Death of Tenant for Life—Representation.

Q. 1416. Testator died on the 1st July, 1905, having by his will given his real estate to his trustees upon trust to pay to his wife or permit her to receive the rents thereof during her life, and from and after her death upon trust to sell the same. The life tenant died on the 10th May, 1927, and representation was granted to her general executors on the 26th October, 1927, in respect of her estate "save and except settled land." We are acting for the trustee of the will of the testator, but the Probate Court refuse to grant representation to the trustee (as special representative) on the ground that the property in question ceased on the death of the life tenant to be settled land. They say, the practice *now* is that on the application for a grant to the representative of the life tenant the oath must in such a case state that "there was settled land but the settlement has come to an end by the death of the deceased." Will you please advise us what we should do.

(1) Does the grant to the representatives of the life tenant "save and except settled land" include the property in question, which on the death of the life tenant "ceased to be settled land" ?

(2) If it does not, must we ask the representatives of the life tenant now to apply for a further grant stating that "there was settled land but the settlement has come to an end by the death of the deceased" ?

A. The legal estate on the 1st January, 1926, became vested in the wife (L.P.A., 1925, 1st Sched., Pt. II, para. 6 (*c*)). On her death the settlement came to an end, and accordingly s. 22 (1) of the A.E.A., 1925, by virtue of which the wife would have been deemed, in default of express appointment, to have appointed the trustee of the settlement as her special executor in regard to settled land, is not applicable (*vide Re Bridgett and Hayes' Contract*, 71 Sol. J. 910). The Probate Court was therefore justified in refusing to make a grant to the trustee. The grant of 26th October, 1927, covers the property in question as being no longer settled and therefore not excluded. The general executors of the wife could (without any further action) make a good title to a purchaser (*vide Re Bridgett and Hayes' Contract, ubi supra*) or assent to the vesting of the property in the trustee upon the trust for sale. Form 9 of the 5th Sched. to the L.P.A., 1925, would be a suitable precedent. The latter course would necessitate the appointment of an additional trustee to receive the purchase money. The answers to the specific questions are (1) Yes, and (2) *Cadit quæstio*. There seems no necessity to have the existing grant amended.

Personal Representative—Sale—Protection of Purchaser.

Q. 1417. In May, 1917, A made a will as follows: "I leave all my real and personal property wherever or whatsoever to my dear wife Mary Ann for her life or widowhood and also give her permission to sell all or any part of the same if she desire to do so for her support and I direct that she shall leave the remaining portion to my two boys as she may think best as she knows my wishes in that matter." A died in November, 1921, and in March, 1922, letters of administration with the will annexed were granted out of the principal registry to the widow "the residuary legatee named in the said will as therein mentioned." A died seised of a dwelling-house which the widow has just agreed to sell. Can the widow convey as personal representative ?

A. A purchaser from the widow as personal representative of A will obtain a good title. The widow will convey under Pt. I of the L.T.A., 1897 (not repealed as to deaths prior to 1926), and the purchaser is not concerned to see that the sale is in due course of administration (A. of E. Act, 1925, s. 36 (8), T.A., 1925, s. 17 and s. 68 (17)). From the point of view of the widow's duties there seems no impropriety in the sale.

Gift of Personalty to Joint Tenants—Wills Act, 1837, s. 15—Lapse.

Q. 1418. In April, 1928, A made her will whereby after appointing C.D. executor, she gave and bequeathed unto C.D. and E.F. all her household goods and moneys after everything was settled. C.D. was one of the witnesses to the signature of A. By the Wills Act, the gift to C.D. is null and void. Does the whole of the estate go to E.F., or is there an intestacy as to the one half share given to C.D. It was clearly the wish and intention of the testatrix that E.F. should only benefit to the extent of one-half of the estate.

A. The bequest to C.D. and E.F., had it operated *in toto*, would have conferred a joint tenancy (*vide* "Tudor's Leading Cases on Real Property, etc.," 4th ed., p. 274, and cases therein cited). The gift to C.D. being null and void (Wills Act, 1837, s. 15) E.F. takes the whole (*vide* "Tudor's Leading Cases on Real Property, etc.," 4th ed., p. 481, and cases therein cited, and in particular *Dowset* v. *Sweet*, Am., p. 175).

Restrictive Covenant for the Benefit of Land not of the Covenantee—Effect and Enforcement.

Q. 1419. In 1922, A sold a dwelling-house shown on the plan accompanying this query marked red, to M. The adjoining shop on the portion marked yellow on the plan was in the occupation of the vendor's daughters as yearly tenants, and they carried on and are still carrying on the business of a sweet shop. A has since died, and

M proposes to turn the dwelling-house into a café, and in connexion with his café to sell confectionery and chocolates. The conveyance of the dwelling-house to M contains the following covenant: "The purchaser for himself his heirs executors administrators and assigns the owner or owners for the time being of the said hereditaments hereby covenants with the vendor that no part of the said premises or any building now or hereafter to be erected thereon shall be used for carrying on the business of confectioner during the period that the Misses A are engaged in carrying on the business of confectioners in the adjoining shop in Y street, the property of the representatives of the late G.K. deceased." We have been asked to advise whether this covenant runs with the land, and we are of opinion that it does not, as it was not for the protection of any property owned by the vendor, and that it ceased with his death. We should be grateful to hear from you that you confirm this opinion.

A. We agree that the covenant was purely personal to A, and cannot be enforced by any other person claiming under him, such as his personal representatives. See *Formby* v. *Baker*, 1903, 2 Ch. 539. In the case quoted the facts are not identical but the principle is the same.

Undivided Shares—Sale of a Share—Appointment of Purchaser as a Trustee.

Q. 1420. A owns a house X, and B a house Y. The houses X and Y are separated by a field, Z, which was conveyed to A and B in 1920 as tenants in common. A has now sold X to C, and wishes also to sell him his interest in the field Z. C is anxious to buy, but will not do so unless he is appointed a trustee with B, in place of A, so as to ensure that B will not appoint some other person additional trustee, and sell the land without his consent. B, who appears to be anxious to acquire A's interest in Z, for an inadequate figure, refuses to appoint C as new trustee in place of A, and will give no reason for his refusal.

(1) Is an application to the court essential to compel B to appoint C in the place of A, and, if so, is such application likely to prove successful in view of the fact that two trustees are not necessary until such time as the land is sold as an entirety?

(2) Can you suggest any other method of carrying out the transaction?

A. After the sale by A to C of his equitable interest, A will remain a trustee and cannot retire, though he may refuse to act, except upon a fresh appointment in his place, and this may prove some protection to C.

(1) Yes. We do not think the application will prove successful because, apart from the reason for failure suggested, the court will not appoint when an appointment, though not necessarily of C, can be made without its aid (*In re Sutton*, 1885, W.N. 122), and should not be asked to do so (*In re Gibbon's Trusts*, 1882, 30 W.R. 287; and Mews' Digest, XIV, 578).

(2) No. Can it be suggested that Z is an "open space" within L.P.A., 1925, Sched. I, Pt. V, para. 2? See, as to definition of "open space," *Re Bradford City Premises*, 1928, 1 Ch. 138.

Landlord and Tenant—Payment of Rent to Superior Landlord.

Q. 1421. I shall be glad of an opinion on the following facts:—X is the owner in fee simple of Blackacre, and has let the same to Y, on a monthly tenancy. Y has underlet to Z part of Blackacre, also on a monthly tenancy. Y, being in arrear with her rent, was given notice to quit, which has expired, but still remains in possession. Proceedings are about to be commenced by X against Y for possession, rent and mesne profits.

(1) Can X, before the action is commenced, safely give notice to Z, the under-tenant, to pay his rent direct to X? The notice to quit having expired, Y is not a tenant of X, and s. 6 of the Law of Distress Amendment Act, 1908, seems to apply only where there is a superior landlord, an intermediate lessee and an underlessee and all the tenancies are running.

(2) Or should X proceed on the lines that Y is simply a trespasser and give notice to X that Y's tenancy has been determined, and all future rent must be paid to X?

(3) What would be the position with regard to such a notice if the term had been a long one and instead of a notice to quit having been given proceedings were about to be commenced for forfeiture on the ground of breach of some covenant?

A. (1) We express the opinion that X has no power to do this as Y's tenancy is ended.

(2) This action would, it is thought, be equivalent to the creation of a fresh tenancy between X and Z.

(3) Upon the election of the person to avoid the lease the lessee's liability for further rent ceases. It would appear, therefore, that he can have no power, except by way of the creation of a new tenancy, to call upon the sub-lessee for future rent.

Executor—Conveyance of Legal Estate to Purchaser of Equitable Interest.

Q. 1422. A died in March, 1925, having appointed his son, B, sole executor of his will, and devised and bequeathed to him the whole of his real and personal estate to hold in trust for his wife for life and on her death he—

(*a*) Bequeathed a leasehold cottage to C for life, with remainder to D absolutely.

(*b*) Bequeathed another leasehold cottage to E absolutely.

(*c*) Directed the sale of freeholds and the division of the proceeds among his issue, six in number, all of whom are of full age.

The widow died in March, 1928, without any vesting deed having been executed and leaving no assets. The gross value of the estate of A was £246, and all the beneficiaries are of the labouring class.

(1) C has informally renounced her life interest in favour of D. Will a vesting deed by B, to which C is a party, reciting the renunciation and vesting the premises in D absolutely effect this?

(2) B has agreed with the persons entitled to the proceeds of sale to purchase the real estate for £80 (its full value).

As such persons will join in the conveyance to approve the sale and the settlement of the real estate created by the will came to an end on the death of the widow, it is presumed that the appointment of a second trustee under the S.L.A., 1925, is not required.

A. (1) The mere recital of the renunciation, though operative by estoppel, would be inadequate. In the proposed deed, C should release her equitable interest to D, after which, and upon a recital that there had been no assent by conduct or writing in favour of the widow or of C, or D in remainder (prior to 1926), B should, in the same document, if desired, assign the lease to D absolutely. D should covenant to pay rent and observe the lessee's covenants and the conditions of the lease and to indemnify B.

(2) B should in his capacity of personal representative of A, and at the request and with the approval of the beneficiaries, convey to himself the purchase money being paid to and the receipt acknowledged by the beneficiaries in equal shares.

Alternatively, all the beneficiaries, excluding B, could assign their equities to B, after which B could assent to the vesting of the property in himself. If either of these methods are adopted, no question of the appointment of an additional trustee arises.

Personal Representatives—Conveyance.

Q. 1423. E.J. in 1904 was possessed of freehold property, and by her will she bequeathed all her real and personal estate unto her daughter, L.K.S. absolutely, and appointed her sole executrix. E.J. died in March, 1923, and probate of her will

was granted to L.K.S. in June, 1923. L.K.S. by her will bequeathed all her real and personal estate under her husband, F.G.S., absolutely, and appointed him sole executor. L.K.S. died in January, 1926, and probate of her will was granted to the said F.G.S. in May, 1926. F.G.S. by his will appointed two executors and bequeathed his real and personal estate to named beneficiaries. F.G.S. died in August, 1927, and probate of his will was granted to his two executors in November, 1927.

By a conveyance dated February, 1928, the executors of F.G.S. conveyed the freehold property to I.M.F., and which deed merely recites that F.G.S. was the estate owner, and further recites his will, death and probate, and that the executors as personal representatives of F.G.S. had agreed to sell, and further that they had made no assent or conveyance in respect of the legal estate in the said property. The executors in the deed convey as personal representatives of F.G.S. deceased. We submit that this conveyance is not in order as the legal estate was not in F.G.S. but in E.J., and that the conveyance should recite the devolution of title from E.J. as estate owner, and that the executors of F.G.S. sold as personal representatives of E.J. and not F.G.S. We are acting for J.W., who is purchasing the property from I.M.F., and we shall be glad to have your views on the matter. If our contention is correct, then we suggest that a way to overcome the difficulty is for a confirmatory conveyance to be executed by the two executors to I.M.F., which will show a proper devolution of title and also will pass the legal estate.

A. We agree with the purchaser's contention, and consider the suggestion for overcoming the difficulty satisfactory.

Registration of Title—Mortgage of Ninety-nine Years' Lease of Land in Middlesex—Whether Compulsory Registration Applies.

Q. 1424. A is the owner in fee of registered land in Middlesex. In 1927 A granted a lease to B for ninety-nine years, and B mortgaged the property to C. On the requirement of C note of the lease was entered at the Land Registry on completion of the mortgage. C now demands that B shall register the leasehold interest and mortgage under the Land Registration Act, 1925. We shall be very much obliged by your opinion whether, having regard to the fact that the lease has been noted against the freehold title, B is required to register the leasehold interest. It might also be remarked that the transaction in question was completed some fourteen months ago and no demand for registration of the leasehold interest was made until now.

A. The questioners do not make it clear whether the land is within the area the subject of the Order in Council of 18th July, 1898, applying compulsory registration to various London parishes and the County of London. Whether so or not, however, it appears that the leasehold interest ought to be registered. If the land is in the compulsory area, s. 123 of the L.R.A., 1925, avoids a long lease unless within two months (or an extended period as therein mentioned) the lessee is registered as proprietor. In the case above, therefore, application for this extension would have to be made. If the land is outside the compulsory area, but the freehold title is nevertheless registered, s. 19 (2) requires registration of a lease exceeding twenty-one years. And the leasehold title being registered, the mortgage affecting it must also be registered as a charge thereon.

Mortgage—Pre-1926 Agreement for Sale by Mortgagee Building Society to Husband and Wife under its power—No Conveyance—Title.

Q. 1425. In December, 1912, a building society, as mortgagees, in exercise of their powers of sale by agreement in writing agreed to sell to B and C (husband and wife) certain freehold premises at the price of £X, being the amount due to the society on several mortgages given to them, one of the conditions of the agreement being that the society, on being paid the whole of the amount due to them, would convey the premises to the purchasers. B died in 1922, having by his will appointed D as executor and trustee. No conveyance of the property has ever been executed either to B and C or the survivor of them, and there is still some money due to the society under their mortgages or under the agreement of December, 1912. A contract has now been entered into for the sale of the property to Z, and the question arises as to who holds the legal estate in the property. Did it become vested on the 1st January, 1926, in C as the survivor of the joint tenancy, leaving a term for 3,000 years in the society, or did the original mortgage come to an end on the contract of 1912 being entered into, leaving the society with a vendor's lien only, and in that case the legal estate would remain vested in it? (See L.P.A., 1925, Sched. 1, Pt. II, s. 7 (*j*)). How can a good title to the purchaser be made?

A. The L.P.A., 1925, 1st Sched., Pt. II, para. 7 (*j*), quoted above, prevented the operation of para. 3 on 1st January, 1926, but Pt. VII, paras. 1 and 3, operated to give the society a term of 3,000 years (assuming they were first mortgagees) and the mortgagors the legal fee simple. The benefit of the agreement for sale (assuming that the society could not or would not plead laches, acquiescence, or the statutes of limitations against its specific enforcement) has passed either to C, if the agreement was for a conveyance to B and C as joint tenants, or to C and D, if the conveyance was to be to C and D as tenants in common. Z may therefore, as sub-purchaser, accept conveyance from the society under its power of sale on the request either of C or C and D, according to the contract of sale.

Notes from Northern Ireland.

The death of Thomas Henry Maxwell, K.C., LL.D., on the 19th September, 1928, brought to an abrupt close a career which was productive of many valuable services to the legal world in Ireland.

Mr. Maxwell was educated at Trinity College, Dublin, and called to the Irish Bar in the year 1886. He practised on the north-west circuit, and continued to reside at Dublin until the separate judicial systems of the Irish Free State and Northern Ireland were established. In 1923 he took up his residence in Belfast, where he died after a brief illness.

Mr. Maxwell was a lawyer of a studious and scholarly type, and during his long practice he produced various works of permanent value. He was part author (1903) with the late R. R. Cherry (sometime Lord Chief Justice of Ireland) and Mr. John Wakely, of the standard work on the Irish Land Law and Land Purchase Acts from 1860 to 1901. He was solely responsible (1910) for the continuation of that work—"The Irish Land Acts, 1903 to 1909." Mr. Maxwell produced also (1909) an "Outline" of the same branch of law for the use of students. He edited the Irish Law Reports and an important Digest (1921) of Irish cases reported between the years 1894 and 1918.

During his period of residence in Northern Ireland, Mr. Maxwell was actively engaged, both as Senior Crown Prosecutor for two counties, and as Secretary to the Lord Chief Justice. He continued his editing work in connexion with the Northern Ireland Law Reports; and he also brought out annual volumes of the Northern Ireland Statutes, and Statutory Rules and Orders, under the authority of the Statute Law Committee, set up by the Crown under the chairmanship of the Lord Chief Justice, to supervise in Northern Ireland works similar to those published in Great Britain under the supervision of a corresponding committee.

Mr. Maxwell recently acted in a temporary capacity as County Court Judge for Antrim and for Down. To his various activities must be added his work as Counsel to the Commissioners of Charitable Donations and Bequests in Dublin, the Professorship of Equity, which he held for a term of years,

at the King's Inns, Dublin, his work in connexion with the formation of the "Inn of Court of Northern Ireland" in 1926, and his long association with the Benevolent Society of the Irish Bar.

In Thomas Henry Maxwell there has passed away a man of charming personality and scholarly mind, as well as a true and much-loved "brother" in his profession.

Legal Parables.

IX.

The Solicitor who managed to please everybody.

A young solicitor who wanted to build up a practice was entrusted by a lady with a defence to a summons for obstruction with a motor car. She informed him that all she wanted was to plead guilty and express her regret, but she was too nervous to do even that for herself. The young solicitor asked her why she left her car so long. She was shopping, she said. Where? At that new store in the High-street, which really was rather marvellously attractive. Anyhow, she supposed it would cost her 40s.? When the case came on, the young solicitor apologised pleasantly to the bench and to the police for his client's offence. None the less, he said, it was really not her fault. She had meant to be no more than five minutes, but what with the attractive shop windows at the new store, and the still more attractive goods inside, she stayed nearly an hour, and of course spent far more than she meant to or could really afford, so he hoped the Bench would be lenient. And the Bench, rather pleased with the young solicitor, fined his client 5s. So his client, whom he had charged only a small fee, was still more pleased and decided to recommend him to her friends. Moreover, the local reporter, who was hard up for copy, made quite a little story of the case, and the editor headed it "Our too-attractive stores." And the proprietor of the stores was so pleased with this free advertisement that he took a great fancy to the young solicitor and promised to give him all his work.

So it seems that it is sometimes, though not often, possible to please everyone; and it pays well. A drop of oil is worth a pint of vinegar. "LEX."

Books Received.

Handbook of the Cambridge Law School, 1928–1929. Edited by a Committee of the Board of the Faculty of Law. Cambridge: Printed at the University Press for the Board of the Faculty of Law and to be obtained at The Squire Law Library. viii and 136 pp. 2s. 6d.

Beven on Negligence. 4th Edition. By W. J. BYRNE and A. D. GIBBS. London: Sweet & Maxwell, Ltd. 1928. Two Volumes. ccxi and 1638 pp. £4 10s. net.

Lewin on Trusts. 13th Edition. By WALTER BANKS. London: Sweet & Maxwell, Ltd. 1928. cciv and 1481 pp. £3 5s. net.

Norton on Deeds. 2nd Edition. By the late R. J. A. MORRISON and H. J. GOOLDEN. London: Sweet & Maxwell, Ltd. 1928. lxxxii and 772 pp. £2 2s. net.

The Law of Transport by Railway. By ALAN LESLIE. 2nd Edition. London: Sweet & Maxwell, Ltd. 1928. lxx and 852 pp. £2 10s. net.

The Law on the Liability of Property Owners and Occupiers for Accidents. By WILLIAM FINDLAY. London: Sweet and Maxwell, Ltd. 1928. xxxi and 383 pp. £1 1s. net.

Income Tax Law and Practice. By CECIL A. NEWPORT. 2nd Edition. London: Sweet & Maxwell. 1928. xviii and 304 pp. 10s. 6d. net.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Societies.

The Law Society.

PROVINCIAL MEETING.

The Council of the Law Society have settled the following course of procedure to be adopted at the forty-fifth annual provincial meeting to be held on Wednesday and Thursday next, the 3rd and 4th October, at the Town Hall, Eastbourne, Mr. Robert Mills Welsford, the President, occupying the chair.

Wednesday, 3rd October.—The proceedings will commence with the President's address, after which the following papers will be read:—

"The State and Endowed Charities," H. F. Brown, LL.D. (Chester);

"Decrease in the Cost of Litigation," H. W. Chandler (Basingstoke);

"Solicitors' Clerks' Pension Fund," Bernard H. Drake, C.B.E., B.A. (London);

"The Workmen's Compensation Acts," A. G. Edwards (Newport, Mon.);

"The Poor and the Law in 1928," P. Harrington Edwards (London).

Thursday, 4th October, at 10.30 a.m.:—

"Some Observations on the Present Organisation of the Solicitors' Profession and Suggestions thereon," George E. Hughes (Bath);

"Ambulance Chasing," E. R. Cook (London);

"The Power and Testamentary Disposition," D. Gwyther Moore (Derby);

"Is the Law an Ass?" Edward A. Bell (London).

N.B.—The President may make such alterations in the order of the papers as he may think convenient.

Cornwall Law Society.

The Cornwall Law Society held its annual meeting at the Bay Hotel, Falmouth, on Saturday, the 22nd inst., when there was a large attendance of members from different parts of the county. The following were elected to hold office for the ensuing year: President, Mr. W. L. Platts (Truro), re-elected for the third year in succession; Vice-President, Hon. Secretary and Hon. Treasurer, Dr. H. Newcombe Wright (St. Austell); Committee, Mr. A. de C. Glubb (Liskeard), Colonel E. L. Marsack (Callington), and Messrs. H. T. Chilcott (Truro), Stuart L. Peter (Launceston), Robert Pease (Lostwithiel) and R. A. Peter (Looe). Various subjects of professional interest were discussed, including the Scheme in relation to Legal Aid for the Poor, the local arrangements as to which had proved of considerable benefit to people of small means.

The London Solicitors Golfing Society.

The autumn meeting of the above Society will take place on the 9th October next at the R.A.C. Epsom, and a dinner will be held at the conclusion of the day's play. All members intending to participate at the meeting are requested to send their names to the Hon. Secretary and Treasurer, H. Forbes White, at Bank Buildings, Ludgate Circus, E.C.4, before the 2nd October, in order that the necessary arrangements can be made.

A medal round will be played in the morning, and in the afternoon there will be a foursomes competition against bogey.

Legal Notes and News.

Honours and Appointments.

Mr. F. E. WARBRECK-HOWELL, solicitor, Town Clerk and Clerk of the Peace of the County Borough of Wolverhampton has been appointed Town Clerk of the City of Manchester at a commencing salary of £3,000 per annum, in succession to the late Mr. Percy M. Heath. Mr. Warbreck-Howell was admitted in 1914.

Mr. E. A. MITCHELL-INNES, C.B.E., K.C. (Recorder of Middlesbrough), has been appointed Recorder of Leeds in succession to Mr. J. A. Compston, K.C., who has resigned. Mr. Mitchell-Innes was born in Edinburgh in 1863; educated at Wellington College, and Balliol College, Oxford, and was called by the Middle Temple in 1894, when he joined the North-Eastern Circuit. He took silk in 1908, was appointed Recorder of Middlesbrough in 1915, and made a Bencher of his Inn in 1918, and appointed Chairman of Hertfordshire Quarter Sessions in 1924.

Mr. RICHARD STORRY DEANS, LL.B., M.P., has been appointed Recorder of Rotherham in succession to Mr. G. F. L. Mortimer, K.C., deceased. Mr. Deans was called by Gray's Inn in 1893, and is the author of several legal works.

Mr. E. W. FARGHER (Deputy Clerk) has been appointed Clerk to the Ramsey (Isle of Man) Commissioners, in succession to Mr. James Bell, who has tendered his resignation after holding the appointment for over forty years.

Mr. H. G. PETERS, Assistant Solicitor in the office of Mr. N. L. Fleming, Town Clerk of Bradford, has been appointed Town Clerk of Bury.

Mr. GEORGE F. DARLOW, B.A., LL.B., has been appointed an Assistant Solicitor in the office of Mr. Noel B. Rudd, M.A., Town Clerk of Norwich.

SOLICITOR CHARGED.

Samuel Yardley Tilley, solicitor, was at Leicester Police Court on Saturday last charged with forging a cheque for £490.

He was remanded for a week.

UNIVERSITY OF LONDON. UNIVERSITY COLLEGE.

SESSION 1928-29.

The session opens at University College on Monday, 1st October. On that day the Provost and Dean will receive day students of the Faculty of Laws from 11 a.m. till 1 p.m. and evening students from 6 till 7 p.m.

Crabb Robinson Hall, Gordon Square, will be open at the beginning of the session, and will include provision for a special law library and other rooms for law students.

Among the public lectures that have been arranged for the first term are the following: "The Working of the Dawes Plan," by Sir Josiah Stamp, on Friday, 19th October, at 5.30 p.m.; "The Code of Theodosius," by the Dean of the Faculty of Laws, Professor J. E. G. de Montmorency, on Thursday, 25th October, at 5.15 p.m.; a course of seven lectures on "The Barbarian Codes as illustrating social Life in Central and South-western Europe, from 450 to 750 A.D.," by Professor de Montmorency, on Thursdays, 1st, 8th, 15th, 22nd, 29th November, 6th and 13th December, at 5.15 p.m.; the Watson Chair Foundation Lectures on "The After-effects of the American Revolution on British Policy," by Professor R. Coupland, Beit Professor of Colonial History, University of Oxford, on Thursdays, 22nd, 29th November and 6th December, at 5.30 p.m. (To be continued in the second term); the Creighton Lecture, "A Plea for the Study of Contemporary History," by Professor R. W. Seton-Watson, on Thursday, 13th December, at 5.30 p.m.

The complete programme of these and other lectures, open to the public, may be had on application to the Secretary, University College, London, W.C.1. A stamped addressed envelope should be enclosed.

A SOLICITOR'S FRAUD.

Before Mr. Justice Humphreys at the Central Criminal Court recently the trial was concluded of Harold Montague Lloyd, fifty-one, solicitor, of Cardiff, on charges of converting to his own use sums amounting to £1,237 belonging to three of his clients. He was sentenced to five years' penal servitude.

Mr. Justice Humphreys, addressing Lloyd, said: "If I were able to do so I would be glad in your case to exercise mercy, in the sense of giving you a short sentence, but I have to remember the public, and I cannot regard the case of a solicitor who has deliberately stolen the money of his clients in three cases as other than a very, very serious case. It is in the interests of the public and in the interests of your own profession that examples should be made, and must be made, of solicitors who abuse the position they occupy. I agree that your position now is pitiable, but I do not think I have ever heard a worse case of fraud by a solicitor than the circumstances of your dealings with that man James. That, to my mind, is far the worst of the three cases. How you could have had it in your heart to deprive that unfortunate man of three-fifths of his whole life savings is very difficult to understand. The sentence upon you in regard to that charge is five years' penal servitude. Upon each of the other counts there will be a sentence of three years' penal servitude, and the sentences will run concurrently."

Whether the British Constitution be or be not the best Constitution in the world for all kinds and sorts of men, it is undoubtedly the best Constitution for people of British traditions, British hopes, and British ideals.—*Lord Balfour.*

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 11th October, 1928.

	Middle Price 26th Sept.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86⅝	4 12 6	—
Consols 2½%	55¾	4 10 0	—
War Loan 5% 1929-47	102⅝	4 17 0	4 17 6
War Loan 4½% 1925-45	98½	4 11 0	4 14 0
War Loan 4% (Tax free) 1929-42	99⅞xd	4 0 0	3 19 6
Funding 4% Loan 1960-1990	88¼xd	4 10 6	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94	4 5 6	4 7 6
Conversion 4½% Loan 1940-44	99¼	4 11 0	4 13 0
Conversion 3½% Loan 1961	77⅛	4 10 6	—
Local Loans 3% Stock 1921 or after	64½	4 13 0	—
Bank Stock	258xd	4 14 0	—
India 4½% 1950-55	94½	4 15 6	4 19 6
India 3½%	71	4 19 0	—
India 3%	61	4 18 0	—
Sudan 4½% 1939-73	96	4 14 0	4 15 0
Sudan 4% 1974	87	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3 12 0	4 8 0
Colonial Securities.			
Canada 3% 1938	86½	3 10 0	4 16 0
Cape of Good Hope 4% 1916-36	93½xd	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 0
Gold Coast 4½% 1956	95	4 14 6	4 17 6
Jamaica 4½% 1941-71	94xd	4 16 0	4 17 6
Natal 4% 1937	93	4 6 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	100	5 0 0	5 3 0
New Zealand 4½% 1945	97	4 14 0	4 17 6
New Zealand 5% 1946	104	4 16 0	4 14 0
Queensland 5% 1940-60	98	5 2 0	5 0 6
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	99	5 1 0	5 2 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	100	5 0 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	65	4 13 0	—
Birmingham 5% 1946-56	103	4 17 0	4 15 0
Cardiff 5% 1945-65	102	4 18 0	4 16 6
Croydon 3% 1940-60	70	4 5 0	4 16 0
Hull 3½% 1925-55	77	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64	4 13 6	—
Manchester 3% on or after 1941	65	4 12 0	—
Metropolitan Water Board 3% 'A' 1963-2003	65	4 12 0	4 12 6
Metropolitan Water Board 3% 'B' 1934-2003	66	4 11 0	4 12 6
Middlesex C. C. 3½% 1927-47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	74	4 14 6	—
Nottingham 3% Irredeemable	65	4 12 0	—
Stockton 5% 1946-66	102	4 19 0	4 19 0
Wolverhampton 5% 1946-56	102xd	4 18 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	98½	5 1 6	—
Gt. Western Rly. 5% Preference	92	5 8 0	—
L. & N. E. Rly. 4% Debenture	75	5 6 0	—
L. & N. E. Rly. 4% Guaranteed	69	5 14 0	—
L. & N. E. Rly 4% 1st Preference	58	6 18 0	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 0	—
L. Mid. & Scot. Rly. 4% Preference	68	5 16 0	—
Southern Railway 4% Debenture	79½	5 0 6	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	88	5 13 6	—

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